

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Terminate the Seminole County/City of Casselberry HUD/CDBG Subrecipient Agreement Program Year 2006-2007 and Approve an Amendment to the 2005-2009 Five-Year Consolidated Plan for the 2006-2007 One-Year Action Plan

DEPARTMENT: Community Services

DIVISION: CDBG

AUTHORIZED BY: David Medley

CONTACT: Buddy Balagia

EXT: 2389

MOTION/RECOMMENDATION:

Adopt and authorize the Chairman to execute a resolution approving termination of the Seminole County/City of Casselberry HUD/CDBG Subrecipient Agreement Program Year 2006-2007 and approving an amendment to the 2005-2009 Five-Year Consolidated Plan for the 2006-2007 One-Year Action Plan reallocating the \$150,000 in CDBG funding to the Jamestown Sanitary Sewer Improvements activity.

District 1 Bob Dallari
District 2 Michael McLean

Buddy Balagia

BACKGROUND:

On July 25, 2006 the Board of County Commissioners approved the 2006-2007 One-Year Action Plan (Action Plan) of the 2005-2009 Consolidated Plan which included an allocation of \$150,000 in Community Development Block Grant (CDBG) Program funds to the City of Casselberry (City) to make ADA-related improvements to the Casselberry Senior Center. On July 9, 2007 the City approved a resolution to decline the CDBG funding provided under a Subrecipient Agreement between Seminole County and the City of Casselberry.

As a result of the recent property tax reform, City funding is limited, and the City Commission moved to cancel the Senior Center project, since they are unable to provide the necessary leveraging and long-term operating expenses. On October 14, 2007, the Community Services Department advertised an Amendment to the 2005-2009 Five-Year Consolidated Plan for the 2006-2007 One-Year Action Plan reallocating the \$150,000 in CDBG funding to the Jamestown Sanitary Sewer Improvements activity. The thirty (30) day required comment period expired on November 13, 2007 and no comments were received. The reallocation of \$150,000 in funding to the Jamestown Sanitary Sewer Improvements activity will help to complete this project in a shorter time frame rather than through multi-year phasing. Engineering design of the entire Jamestown target area is complete, and construction is expected to begin in March, 2008.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the attached resolution terminating the Seminole County/City of Casselberry HUD/CDBG Subrecipient Agreement Program Year 2006-2007 and further approving an Amendment to the 2005-2009 Five-Year Consolidated Plan for the 2006-2007 One-Year Action Plan reallocating the \$150,000 in CDBG funding to the Jamestown Sanitary Sewer Improvements activity.

ATTACHMENTS:

1. Agreement
2. Letter
3. Resolution
4. Resolution for signature

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

**SEMINOLE COUNTY/CITY OF CASSELBERRY
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2006-2007**

THIS AGREEMENT, entered into this 29 day of Jan., 2008[?],
by and between **SEMINOLE COUNTY**, a political subdivision of the State of
Florida, whose address is 1101 East First Street, Sanford, Florida 32771,
hereinafter referred to as "COUNTY," and the **CITY OF CASSELBERRY**, a
Florida municipality, whose address is 95 Triplet Lake Drive,
Casselberry, Florida 32707, hereinafter referred to as "CASSELBERRY."

WHEREAS, COUNTY has made application effective October 1, 2006, and
entered into a contract with the United States Department of Housing and
Urban Development, hereinafter referred to as "HUD," pursuant to Title I,
Housing and Community Development Act of 1974, as amended, and
implementing regulations set forth in Title 24 Code of Federal
Regulations (CFR) Part 570; and

WHEREAS, pursuant to the HUD application, the COUNTY shall
undertake certain activities to develop a viable community, including,
but not limited to, a suitable living environment and sustainability
for an improved quality of life, principally for persons of low and
moderate income including elder citizens sixty-two (62) years of age
and older, as described in the CDBG Program application; and

WHEREAS, the COUNTY and CASSELBERRY have both determined that it
serves a desirable and needed public purpose to fund additional
improvements and facilities for CASSELBERRY's Senior Center; and

WHEREAS, the COUNTY has allocated an additional ONE HUNDRED FIFTY
THOUSAND AND NO/100 DOLLARS (\$150,000.00) of HUD/CDBG funds for the
Project for the 2006-2007 Program Year,

**CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA**

BY Eva Roach

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

Section 2. Definitions.

(a) "CD Administrator" means the Seminole County Community Assistance Division Manager.

(b) "CDBG Program" means the Seminole County Community Development Block Grant ("CDBG") Program.

(c) "CDBG Regulations" means 24 CFR Part 570 and supplemental, additional, or successor provisions.

(d) "Community Services Department" means the COUNTY's Community Services Department Director, or his/her designee, for the Community Development Office.

(e) "County Approval" means written approval by the Community Services Director, CD Administrator, or their designee.

(f) "Low and Moderate Income" means gross household income not to exceed eighty percent (80%) of the area median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(g) "Project" means the construction of Americans With Disabilities Act ("ADA") compliant improvements to the City of Casselberry Senior Center located at 200 North Triplet Lake Drive with within the City of Casselberry, Florida, as described in Exhibit A,

Exhibit B, and Attachment B-1 attached thereto, all attached to this Agreement and incorporated herein by reference.

Section 3. Statement of Work.

(a) CASSELBERRY, in a manner satisfactory to the COUNTY, shall perform all tasks and services described or referred to in Exhibit A - General Scope of Services and Exhibit B - Project Budget, including any attachments to said Exhibits. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of CASSELBERRY.

(b) The parties recognize and agree that the purpose of this Agreement is to pay for the cost of providing professional construction services for the Project and that the Agreement is directly related to the implementation of the CDBG Program. All charges and expenses shall be specifically and directly related to CASSELBERRY's implementation of the CDBG Project activity funded under this Agreement and for no other purpose.

Section 4. Term. The COUNTY shall pay CASSELBERRY for the services described in Exhibit A, performed by CASSELBERRY up to the limits and subject to the other conditions as set forth in Section 5, beginning October 1, 2006. All such services shall be performed by CASSELBERRY in accordance with applicable requirements of HUD with payment from the COUNTY contingent thereupon. CASSELBERRY shall perform and complete all Project services described in Exhibit A on or before March 31, 2008, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. Notwithstanding the requirements of 24 CFR 570.505 ("Use of real property"), this

Agreement shall remain in full force and effect until March 31, 2028, during which time the completed Project may only be used as a Senior Center.

Section 5. Payments.

(a) The COUNTY shall pay CASSELBERRY for funds paid to the contractors, subcontractors, and vendors selected by CASSELBERRY to provide goods and services under this Agreement in accordance with the Project Budget and Attachment B-1 thereto. Requests for payment must be submitted on the form attached hereto as Exhibit C, along with other required documentation.

(b) The COUNTY has allocated ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) of HUD/CDBG funds for completion of this Agreement. The COUNTY will pay CASSELBERRY for the services rendered under this Agreement up to ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00). In the event that CASSELBERRY does not require the full amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate any such remaining excess, unencumbered, or unused funds to other COUNTY HUD funded projects. Any such excess, unused, or unencumbered funds shall be returned to COUNTY within thirty (30) days.

(c) In no event shall the COUNTY pay CASSELBERRY, its contractors, subcontractors, or vendors until all goods and services rendered are invoiced and approved in writing by the City Manager of CASSELBERRY, or his designee, and the CD Administrator.

(d) CASSELBERRY shall leverage the funds provided under this Agreement to assure that the Project will be adequately financed and timely completed. CASSELBERRY must provide a minimum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) of its own funds from other sources which may be in the form of dollars or, if pre-approved in writing by the CD Administrator, professional services or in-kind services applied to the Project. Failure by CASSELBERRY to leverage the funds as required herein shall constitute a breach of this Agreement and entitle the COUNTY to demand repayment of the CDBG funds provided hereunder or to pursue any other legal and equitable remedies set forth herein.

(e) In order to process payment requests, CASSELBERRY shall submit to the COUNTY a copy of the invoice requesting payment and signed by CASSELBERRY's Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice, all of which must be accompanied by a completed Request for Payment form, attached as Exhibit C to this Agreement.

(f) Upon receipt of the documentation listed above, the COUNTY shall initiate payment to CASSELBERRY. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor, and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if CASSELBERRY has performed services in full compliance with all HUD and ADA requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within forty-five (45) days of its receipt of payment request.

(g) Within forty-five (45) days after completion of all services to be performed under this Agreement, CASSELBERRY shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims, or demands of CASSELBERRY not properly invoiced and received by the COUNTY within said forty-five (45) day period. However, such time period may be extended at the discretion of the COUNTY for one (1) additional forty-five (45) day period by written notice to CASSELBERRY, provided that any delay in submission is not occasioned by fault or negligence of CASSELBERRY, as determined by the COUNTY.

(h) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be reimbursed by the COUNTY if the CD Administrator has issued prior written approval of such goods or services.

(i) CASSELBERRY shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in real property or benefits derived from an owner of any real property unless CASSELBERRY has first received written authorization from the CD Administrator. Any such activities utilizing funds derived under this Agreement without COUNTY approval is strictly prohibited and may result in termination of this Agreement. Additionally, any such activity undertaken by CASSELBERRY shall fully comply with the Uniform Administrative Requirements specified in Section 6 of this Agreement, including particularly the minimizing of displacement of persons resulting from grant funded activities per Section 6(b)(vii) hereof.

Section 6. Compliance with Federal, State, and Local Law and Regulations. CASSELBERRY shall comply with all federal, state, and local laws and regulations in its performance of this Agreement. It is further understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) **Uniform Administrative Requirements:** 24 CFR, section 570.610 imposing uniform administrative requirements and cost principles on recipients and subrecipients, including particularly as contained in 24 CFR Parts 84 and 85; 24 CFR, section 570.502; United States Office of Management and Budget ("OMB") Circulars A-87 ("Cost Principles For State, Local and Indian Tribal Governments"), A-102 ("Grants and Cooperative Agreements with State and Local Governments") and, if applicable, A-133 ("Audits of State and Local Governments and Non-Profit Organizations"). If OMB Circular A-133 is not applicable, CASSELBERRY shall submit to COUNTY a copy of its Comprehensive Annual Financial Report ("CAFR").

(b) **Other Federal Program Requirements:** CASSELBERRY shall also comply with the remaining regulations in 24 CFR 570, Subpart K (§§ 570.600-570.614, both inclusive). Said regulations shall include the following sections:

(i) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program.

(ii) 570.601 - Requires adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(iii) 570.602 - Prohibits discrimination on the basis of race, sex, or age for activities under the program;

(iv) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with Section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, *et seq.* (the "Act").

(v) 570.604 - Refers grant recipients to Section 104(g) of the act and 24 CFR Part 58 for those regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, CASSELBERRY shall not assume the COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards," nor the COUNTY's responsibility to initiate an environmental review process. However, CASSELBERRY is not exempt from performing site-specific environmental reviews in accordance with state and local regulations, nor is CASSELBERRY released from any environmental pollution that it may cause or have caused and CASSELBERRY shall assume full liability therefore.

(vi) 570.605 - Governs participation in the National Flood Insurance Program pursuant to Section 202(a) of the Flood Disaster Protection Act of 1973 and 44 CFR Parts 59 through 79.

(vii) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms and non-profit organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655.

(viii) 570.607 - Applies Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086 and 12107 prohibiting racial, gender, ethnic, or religious discrimination in employment during the performance of Federally assisted construction projects.

(ix) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), to all grant funded activities.

(x) 570.609 - Prohibits the use of debarred, suspended or ineligible contractors or other subrecipients on grant funded projects.

(xi) 570.611 - Establishes the bidding requirements, the code of conduct and conflict of interest provisions applicable for the procurement of goods and services and post award contract administration relative to activities funded under 24 CFR Part 570.

(xii) 570.612 - Requires adherence to any state imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer and storm water facilities.

(xiv) 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain residents and newly legalized aliens.

(xv) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218 and 225).

(c) **Compliance with State and Local Laws and Regulations:** During the execution and implementation of this Agreement, CASSELBERRY shall comply with all applicable state and local laws, regulations and ordinances, including, but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees." CASSELBERRY shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its employees pursuant to Section 112.312, Florida Statutes.

(2) Chapter 119, Florida Statutes - Public Records.

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

(4) CASSELBERRY shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by the COUNTY. Should CASSELBERRY's performance during this Agreement necessitate, as determined by applicable federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), CASSELBERRY shall immediately notify the COUNTY accordingly. Upon such notification, the COUNTY shall implement and administer all requirements of the Policy and the Act pursuant to this Agreement. The parties agree that should the aforementioned occur, the COUNTY shall use funds budgeted in Exhibit B to pay for relocation and displacement costs required hereunder.

Section 7. Project Publicity. Any news release, project sign, or other type of publicity pertaining to the project described herein shall

recognize the Seminole County Board of County Commissioners as the recipient of funding by HUD and as providing funds to CASSELBERRY.

Section 8. Management Assistance. The CD Administrator shall be available to CASSELBERRY to provide guidance on HUD requirements.

Section 9. Reporting Requirements. CASSELBERRY shall fully complete and provide to the CD Administrator a monthly report, attached hereto and incorporated herein as Exhibit D, summarizing the Project under construction, all bid information and construction summaries. CASSELBERRY shall provide the monthly reports as part of the financial payment process no later than the fifteenth (15th) day of each month. Failure by CASSELBERRY to submit a monthly report (Exhibit D) shall allow the COUNTY to withhold payment on the next Request For Payment submitted by CASSELBERRY until the required monthly report is submitted as mandated herein. Further, CASSELBERRY shall fully complete and provide to the CD Administrator, in a timely manner, an "End of Project Report," attached hereto and incorporated herein as Exhibit E. The COUNTY shall have access to and be provided copies and transcripts of any records necessary in the sole determination of the COUNTY or HUD to accomplish this obligation.

Section 10. Maintenance of Records.

(a) CASSELBERRY shall maintain all records required by federal, state and local laws, rules and regulations for a period of no less than five (5) years from the date of the final Project audit or such longer period as may be required by federal or state law. This requirement shall include:

(1) All accounts, property and personnel records, as deemed necessary by the COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts and cancelled checks of all items purchased by CASSELBERRY pursuant to this Agreement;

(B) Bills and invoices for all services purchased by CASSELBERRY pursuant to this Agreement;

(C) Force account construction including the records indicating name, position, number of hours and total labor costs.

(D) All capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, date, and cost of acquisition.

(b) CASSELBERRY shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion.

(c) All records and contracts, of whatsoever type or nature, required by the Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of the Agreement made by any federal, state or local agency.

Section 11. Liability. Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the services CASSELBERRY has agreed to perform hereunder, or for debts or claims accruing to such parties

against CASSELBERRY. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to CASSELBERRY as a result of this Agreement, including the contractors, subcontractors and vendors who may from time-to-time be employed by CASSELBERRY.

Section 12. Subcontracts. All contracts made by CASSELBERRY to perform the activities described in Exhibit A shall comply with all applicable laws, rules and regulations set forth in the Agreement. Only subcontracts for work or services as set forth in Exhibit A are authorized by this Agreement. Any further work or services which CASSELBERRY wishes to subcontract must be approved in writing by the CD Administrator and may not exceed the financial restraints forth in Section 5 of this Agreement.

Section 13. Indemnification.

(a) CASSELBERRY shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer, or incur or be required to pay by reason of the following: loss of any monies paid to CASSELBERRY or whomsoever, resulting out of CASSELBERRY's fraud, defalcation, dishonesty, or failure of CASSELBERRY to comply with applicable laws or regulations; any act or omission of CASSELBERRY in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the construction of the Project;

or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to CASSELBERRY by registered or certified mail addressed to CASSELBERRY at the address provided hereinafter. Upon receiving such notice, CASSELBERRY, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in CASSELBERRY'S defense of any such action, suit or proceeding.

(c) The provisions of Section 768.28, Florida Statutes, shall govern matters of liability for both parties.

Section 14. Insurance. CASSELBERRY shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable federal, state, and local regulations and is adequate and sufficient to insure all activities performed pursuant to the Agreement against property damage or loss, human injury, and other casualty.

Section 15. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 16. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 17. Program Income. In the event that any program income is received by CASSELBERRY as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of the Agreement, CASSELBERRY shall immediately render such program income to the COUNTY for proper accounting in the CDBG fund.

Section 18. Non-Expendable Property. Any non-expendable personal property acquired by CASSELBERRY through funds issued by the COUNTY pursuant to this Agreement shall be subject to all federal, state, and local regulations, including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

Section 19. Reversion of Assets. Upon expiration of this Agreement, CASSELBERRY shall immediately transfer to the COUNTY any remaining CDBG funds and any accounts receivable attributable to the use of HUD funds distributed pursuant to this Agreement. The distribution of any real property controlled by CASSELBERRY and acquired or improved in whole, or in part, after receiving the express approval of the COUNTY, with HUD funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.503(7) and 24 CFR 85.31 and if such property is sold to another party, the provisions of 24 CFR 570.504(4) and (5) and 24 CRFR 570.505(c) shall also apply with respect to income derived therefrom.

Section 20. Suspension and Termination. In accordance with 24 CFR Sections 84.60-62, the COUNTY may immediately suspend or terminate any term or condition hereunder. Notice thereof shall be provided pursuant to the Agreement. The Agreement may also be terminated for reasons of enforcement or convenience in accordance with 24 CFR Sections 85.43 and 85.44, or for cause by the COUNTY.

Section 21. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement, including particularly, the timely performance and completion of the Project by the date specified in Section 4 hereof, shall constitute a breach of this Agreement.

Section 22. Enforcement of Agreement and Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to CASSELBERRY pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) Immediately terminate the Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another HUD/CDBG program;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by CASSELBERRY;
- (d) Demand CASSELBERRY immediately repay any monies expended in accordance with the Agreement;
- (e) Require specific performance of the Agreement;
- (f) Demand payment and/or performance from the surety, if applicable; and/or

(g) Impose a lien upon any and all of CASSELBERRY's real or personal property. To create such a lien, the COUNTY shall send a letter to CASSELBERRY demanding refund of any monies expended to CASSELBERRY pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon CASSELBERRY's real and personal property.

Section 23. Certification Regarding Lobbying. CASSELBERRY hereby certifies that to the best of its knowledge and belief:

(a) No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, CASSELBERRY shall complete and submit a "Disclosure of Lobbying Activities" (standard form SF-LLL) or its equivalent as approved by the Office of Management and Budget.

Section 24. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

For CASSELBERRY:

City Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Either of the parties may change, by written notice, the address or person for receipt of notice.

Section 25. Entire Agreement, Effect on Prior Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement.

Section 26. Amendment. This Agreement may be amended from time-to-time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. The foregoing notwithstanding, a change in the parties designated for Notice pursuant to Section 24 hereof may be made by written notice sent via U.S. Mail to the other party and without the need for formal amendment to this Agreement.

Section 27. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or

provisions of the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

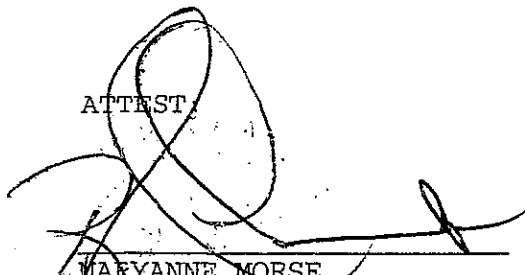

THELMA MCPHERSON, City Clerk

CITY OF CASSELBERRY

By: 
BOB GOFF, Mayor

Date: 12/11/06

ATTEST:


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

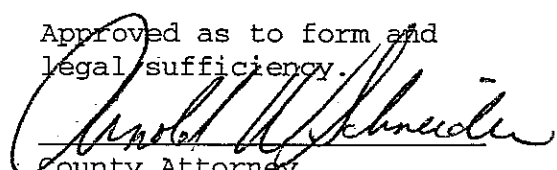
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
CARLTON HENLEY, Chairman

Date: 1-29-07

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.


County Attorney

As authorized for execution by
the Board of County Commissioners
at their JAN. 23, 2007
regular meeting.

AWS/jjr
11/08/06
Casselberry HUD CDBG

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Project Budget, including Attachment (CDBG Funds and City Leveraged Funds)
3. Exhibit C - Request for Payment
4. Exhibit D - Monthly Report
4. Exhibit E - End of Project Report

EXHIBIT A

SCOPE OF SERVICES

CITY OF CASSELBERRY, FLORIDA

CDBG 2006-2007

CASSELBERRY shall provide for professional construction services for ADA Improvements to the Senior Center located at North Triplet Lake Drive. General interior and exterior improvements shall be provided as listed on Exhibit B and Attachment 1 thereto.

TASK ONE: DOCUMENTS

CASSELBERRY shall prepare all documents required for bidding. The documents shall be submitted to the COUNTY for review and approval prior to bidding. The COUNTY shall review the documents and incorporate terms and conditions as required by the COUNTY or by federal requirements.

TASK TWO: BID ADVERTISEMENT

CASSELBERRY shall properly advertise bids and provide contractors a specific response period. All procurement of labor, materials, and services shall comply, at a minimum, with 24 CFR Part 85 pursuant to the Federal Office of Management and Budget (OMB) Circular A-87, as revised and amended.

TASK THREE: BID RESPONSE REVIEW

Following the close of the bidding period, the COUNTY and CASSELBERRY shall jointly review the bids received. After review, CASSELBERRY shall review contractor qualifications and make the appropriate bid and contract award.

TASK FOUR: CONTRACTOR SELECTION

CASSELBERRY shall select the contractor to be awarded the construction work. CASSELBERRY shall prepare and negotiate the contract with the contractor and monitor the performance to meet certain requirements, such as, but not limited to, certificates and permits. CASSELBERRY shall facilitate, in cooperation with the COUNTY, any requirements necessary for the COUNTY to comply with federal guidelines.

TASK FIVE: PRE-CONSTRUCTION CONFERENCE

CASSELBERRY and the COUNTY shall hold a joint pre-construction conference at Casselberry City Hall with the contractor,

subcontractors, private utilities representatives, city representatives, and other appropriate persons involved for the purpose of:

1. Identifying the Project managers;
2. Identifying the field monitors;
3. Discussing the plans and specifications;
4. Discussing construction procedures and scheduling;
5. Answering any questions prior to construction; and
6. Discussing federal requirements and regulations (COUNTY staff shall present this information).

TASK SIX: CONSTRUCTION MONITORING

CASSELBERRY shall provide a Project manager to monitor and inspect the construction activities. The Project manager shall be responsible for responding to all requests by the COUNTY or contractor. The Project manager, or his/her designee, shall be the liaison to the COUNTY.

TASK SEVEN: PROGRESS REPORTS

The Casselberry Project manager, or his/her designee, shall provide monthly written progress reports to the COUNTY by the fifteenth (15th) of each month.

TASK EIGHT: PROJECT SUMMARY

CASSELBERRY shall prepare a written summary for the COUNTY at the conclusion of the Project.

EXHIBIT B

PROJECT BUDGET

**CITY OF CASSELBERRY, FLORIDA
SENIOR CENTER ADA IMPROVEMENTS**

CDBG 2006-2007

Activity	Budget
Payment to the City of Casselberry for interior and exterior ADA improvements to the Senior Center located at 200 North Triplet Lake Drive in Casselberry.	
ADA Improvements to the Senior Center	
• Upgrade Restrooms/New Electric Doors	\$87,500.00
• Handicapped Ramp & Rails	\$16,000.00
• Handicapped Parking Upgrades	\$45,498.00
• Drinking Fountains (2 at \$451. per drinking fountain)	\$902.00
• New ADA Signage	<u>\$100.00</u>
TOTAL CDBG 2006-2007	\$150,000.00

CASSELBERRY may transfer and use the above funds within each activity in a manner which will produce a successful completion of the project which involves the five (5) activities listed above. In no case will CASSELBERRY expend more than \$150,000.00 allocated by the COUNTY for the above budgeted project activities.

CASSELBERRY will invest at least \$300,000.00 of its funds (leverage) toward the successful completion of this Project. (See Exhibit B Attachment 1 Project Budget)

**EXHIBIT B - ATTACHMENT 1
PROJECT BUDGET**

**City Leveraging and CDBG Funding
Senior Center ADA Improvements**

	Unit Price	Quantity	Cost
<u>City Funded Upgrades (Leverage)</u>			
Electrical Upgrades/New Fans			\$7,000
Interior Dry Wall Repair & Insulation			\$27,000
6x16 Replace Curb	\$25/LF	420 LF	\$10,500
New 20-Ton Air Conditioner			\$125,000
Front Entry Way Drainage Improvements			\$12,000
Replace Windows	\$2,000/EA	12	\$24,000
Paint Building/New Shutters			\$14,000
New Kitchen Upgrade			\$20,000
Replace Sidewalk Around Center	\$11/SF	492 LF	\$32,472
Replace Floor			\$28,028
Sub-Total (Minimum City Leverage)			\$300,000
<u>CDBG Funded ADA Upgrades</u>			
Upgrade Restrooms/New Electric Doors			\$87,500
Handicapped Ramp & Rails			\$16,000
Handicapped Parking Upgrades			\$45,498
Drinking Fountains	\$451/EA	2	\$902
ADA Signage			\$100
Sub-Total (Maximum CDBG Funding)			\$150,000
TOTAL COST OF PROJECT			\$450,000

EXHIBIT C

CITY OF CASSELBERRY, FLORIDA

REQUEST FOR PAYMENT

CDBG 2006-2007

Subrecipient: City of Casselberry, Florida
Name of Activity: Senior Center ADA Improvements
Mailing Address: 95 Triplet Lake Drive, Casselberry, FL 32707

Contact Person: _____

Payment Request No: _____ Telephone Number: _____

Activity	Original Budget Amount	Payment Amount this Request	Paid To Date	Budget Balance
Senior Center ADA Improvements	\$150,000.00	\$	\$	\$
TOTAL	\$150,000.00	\$	\$	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: _____

Submitted By: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT D

CITY OF CASSELBERRY, FLORIDA

MONTHLY REPORT

CDEG 2006-2007

Status Report for Month of _____

Subrecipient: City of Casselberry, Florida
 Mailing Address: 95 Triplet Lake Drive, Casselberry, FL 32707
 Contact Person: _____
 Telephone: _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
Senior Center ADA Improvements	\$150,000.00	\$	\$	\$	\$
TOTAL	\$150,000.00	\$	\$	\$	\$

Signed: _____

EXHIBIT E

**CITY OF CASSELBERRY, FLORIDA
END OF PROJECT REPORT**

CDBG 2006-2007

Type of service provided: ADA Improvements to Senior Center

HUD IDIS Matrix Code: 03F Parks/Recreational Facilities

Total number of people who now have improved access to this service or benefit: _____

Total number of people who now have improved access to this type of public facility or infrastructure improvement: _____

White/ Hispanic	Black/ African American /	Asian/ Hispanic	American Indian/ Alaskan Native/ Hispanic	Native Hawaiian/ Other Pacific Islander/ Hispanic	American Indian/ Alaskan Native & White/ Hispanic	Asian & White/ Hispanic	Black/ African & American & White/ Hispanic	American Indian/ Alaskan Native & Black African American/ Hispanic	Other Multi- racial/ Hispanic	Hispanic	Female Head of House- hold

Any other special accomplishments:

Signed: _____

For Commission Approval ☒
For City Manager Approval ☐

CITY OF CASSELBERRY
Budget Transfer Request

BTR# 07-12
DATE: December 6, 2006
TO: Eugene Miller
Interim City Manager
FROM: Sandra Smith
Acting Community Development Director

EXPLANATION OF REQUEST: Amend budget for recognition of Community Development Block Grant for funding assistance for Senior Center Renovation.

Increase:

Account No.	Account Description	Amount
324-0000-337.30.07	CDBG – Senior Center Renovation	\$150,000.00
324-0410-572.62.25	Capital Outlay – Senior Center Renovations	\$150,000.00

REQUESTED BY: Sandra Smith
Acting Department Head

Date: 12/6/06

FINANCE DEPARTMENT:

Date: 12/6/06

APPROVED: _____ yes _____ no

City Manager _____

Date:

COMMISSION ACTION:

☒ approved _____ denied

Date: 12/11/06

Finance Use Only: entered by: _____ date: _____ count: _____ batch #



City of Casselberry

Parks & Recreation Department

125 E. Melody Lane, Casselberry, Florida 32707 • Telephone (407) 262-7720, Fax (407) 262-7771

August 3, 2007

Robert Heenan
Community Development Program Manager
HUD Grants
534 W. Lake Mary Blvd
Sanford, Florida 32773-7400

Dear Robert Heenan,

This letter is to inform Seminole County of the City of Casselberry's intent to return the CDBG funding for the Casselberry Senior Center. Due to the current Florida Legislature situation and impending reductions in city services and spending, it was determined that it would not be in the best interest for the City of Casselberry to commit to the requirements of the grant at this time.

The City of Casselberry looks forward to future opportunities to be considered for CDBG funding. Enclosed is a copy of the resolution recommending the return of the grant agreement. Please contact me if you have any further questions.

Regards,

Matt Fortini
Director, Parks and Recreation

cc: Barbara Lipscomb, City Manager

RESOLUTION – 07-1803

“A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA TO REPEAL RESOLUTION 06-1744 APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF CASSELBERRY, FLORIDA AND SEMINOLE COUNTY, FLORIDA, FOR THE RECEIPT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING TO CARRY OUT THE FISCAL YEAR 2006-2007 BLOCK GRANT PROJECT FOR THE SENIOR CENTER TARGET AREA, PROVIDING FOR CONFLICTS, SERVERABILITY AND EFFECTIVE DATE.”

WHEREAS, Seminole County had presented the City of Casselberry with a contract for work to be completed as provided in the Senior Center Target Area Project application as part of the Community Development Block Grant; and

WHEREAS, the grant's purpose was to make upgrades and renovations to the Senior Center including renovations to the air conditioning, ADA upgrades, restroom improvements, parking lot improvements and more; and

WHEREAS, the grant requires the Senior Center facility to be used exclusively as such for twenty years expiring on March 31, 2028; and

WHEREAS, given the current situation with the Florida Legislature and the reductions in services and spending make the commitment of twenty years less desirable to the City of Casselberry; and

WHEREAS, a resolution is necessary to repeal the acceptance of the Community Development Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby approves the Resolution to repeal Resolution 06-1744 - 2006-2007 Seminole County/ City of Casselberry HUD/CDBG Sub recipient Agreement.

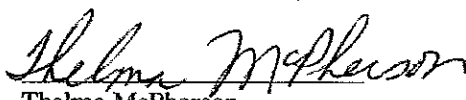
SECTION II. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

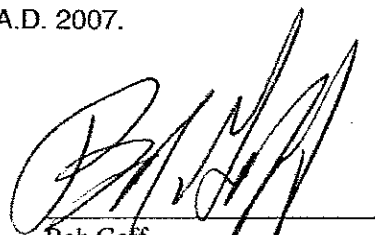
SECTION III. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION IV. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 9th day of **July**, A.D. 2007.

ATTEST:


Thelma McPherson
City Clerk


Bob Goff
Mayor/Commissioner

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD
OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY,
FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON
THE _____ DAY OF _____, 2007.

WHEREAS, the County and the City of Casselberry heretofore entered into that certain Seminole County/City of Casselberry HUD/CDBG Subrecipient Agreement Program Year 2006-2007 dated January 29, 2007 (the "Agreement"); and

WHEREAS, the purpose of the Agreement was to provide ONE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$150,000.00) of the County's CDBG funds for ADA compliant improvements to the City's Senior Center; and

WHEREAS; the City enacted its Resolution 07-1803 on July 9, 2007 wherein it terminated the Agreement because of inability to provide the necessary matching funds due to budget cuts resulting from recently enacted ad valorem tax millage rollback legislation; and

WHEREAS; the Board also desires to formalize termination of the Agreement and timely re-allocate the subject CDBG funds for other eligible projects in the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

SECTION 1. The above Recitals are hereby incorporated into this Resolution by reference.

SECTION 2. The Board accepts and agrees to the City's election to terminate the Agreement and under the circumstances described above, does not consider such termination as any breach of performance or bad faith on the part of the City. The Director of Community Services is hereby directed to provide written acknowledgment of same to the City.

SECTION 3. The Community Services Department is further authorized to re-allocate the \$150,000.00 of CDBG funds towards other eligible Board approved projects within the time permitted for expenditure of program year 2006-2007 CDBG funding.

ADOPTED this ____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

BRENDA CAREY, Chairman

